

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF  
MARYLAND BALTIMORE DIVISION

IN RE

EUGENIA MAUDE STARGHILL  
Debtor

WELLS FARGO BANK, N.A. AS  
SUCCESSOR BY MERGER TO WACHOVIA  
BANK, N.A.  
Movant(s)

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\* BANKRUPTCY NO. 17-25931-NVA  
\*  
\* CHAPTER 7  
\*  
\*

v.

EUGENIA MAUDE STARGHILL  
Debtor  
GEORGE W. LIEBMANN  
Trustee  
Respondent(s)

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Respondent

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**DEBTOR'S OPPOSITION TO MOVANT'S MOTION FOR RELIEF FROM  
STAY AS TO THE PROPERTY KNOWN AS 5325 BOSWORTH AVENUE,  
BALTIMORE, MD 21207**

NOW COMES the Debtor, Eugenia Maude Starghill (hereinafter “Debtor” or “Starghill”), through her attorney Reuben Lawson, and files an Objection to the Motion for Relief from Stay filed by Wells Fargo Bank, N.A. (“Wells Fargo” or “Movant”), and in support hereof now states:

1. The subject real property located at 5325 Bosworth Avenue, Baltimore, MD 21207 (“the property”) is the Debtor’s primary residence.
2. There are a number of material misstatements in Wells Fargo’s Motion for Relief from Stay that require a denial of their Motion.

3. Movant indicates in paragraph 10 of its Motion to Lift Stay (“Motion”) that it is required to pay real property taxes and hazard insurance. This is not true. The hazard insurance has been paid by the Debtor and is currently in effect. Payment of real property taxes is the responsibility of the Debtor and she is prepared to pay them upon reaching an agreement with Wells Fargo.
4. Paragraph 11 of Wells Fargo’s Motion is not applicable. Debtor is not a company and the subject property is her principal residence. If the term “reorganization” is somehow being used in the sense of an individual’s affairs, the property is in fact necessary for effective reorganization. This is Debtor’s principal residence so any effective reorganization would include retaining her home.
5. Paragraph 12 of Wells Fargo’s Motion is not applicable but again, if the term “reorganization” is being used in the individual sense, there is in fact, a very good likelihood of effective reorganization if Movant would negotiate in good faith to reach an agreement allowing Debtor to resume mortgage payments and remain in her home.
6. Paragraph 13 of Wells Fargo’s Motion states that they do not have adequate protection as it relates to the property. This also is not true. There is homeowner’s insurance coverage in effect on the property through State Farm Insurance totaling \$233,750. This exceeds the balance of both liens/mortgages on the property by \$66,439 and is more than sufficient to protect Movant’s interest.
7. Paragraph 14 of Wells Fargo’s Motion states that there is no equity in the property. Wells Fargo has not performed an appraisal on the property. As a part of an application for modification in 2016, Wells Fargo took pictures of the property

and then used comparables from homes in the area to establish the property's value. Wells Fargo nor any of its agents entered the home and the homes in the area can be very different for a number of reasons. This is not a neighborhood of like homes.

8. Paragraph 15 of Wells Fargo's Motion states that prior to filing, Debtor defaulted on the payments provided for in the Deed of Trust. Debtor did fall behind on her payments but attempted in good faith to resolve the issue. Wells Fargo suggested a modification. Debtor completed all paperwork only to be told, after an extended period, that her only option is to accept a small payment from Wells Fargo to vacate the home.
9. It is in the best interest of all parties involved to reach an agreement on this matter.

WHEREFORE, for the reasons stated, Debtor, Eugenia Starghill, prays that the Court deny the Motion for Relief from Stay filed by Wells Fargo Bank and for all other relief as may be just and proper.

/s/ Reuben Lawson  
Reuben Lawson #08911

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**ORDER**

The Movant's, Motion for Summary Judgment in the above captioned case, and any response thereto, having been reviewed and considered, it is this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by the Bankruptcy Court for the District of Maryland (Baltimore Division)

ORDERED that the Movant Well Fargo's Motion for Relief from Stay as to the Property Known as 5325 Bosworth Avenue, Baltimore, MD 21207, be and hereby is denied

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Judge

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Respondent

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Opposition was uploaded through the Court's ECF System at the e-mail address register with the Court, on this 31<sup>st</sup> day of January, 2018 to:

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/s/ Reuben Lawson  
Reuben Lawson #08911